

LUXEMBOURG ACCOUNTANTS

Through the Website, we offer Users the possibility of accessing information about our services.

PRIVACY AND DATA PROCESSING

When it is necessary to provide personal data in order to access certain content or services, Users will guarantee its veracity, accuracy, authenticity and validity. The company will give said data the corresponding automated processing depending on its nature or purpose, in the terms indicated in the Privacy Policy section.

INDUSTRIAL AND INTELLECTUAL PROPERTY

The User acknowledges and accepts that all the content displayed on the Website, and in particular, designs, texts, images, logos, icons, buttons, software, trade names, trademarks, or any other signs susceptible to industrial and/or commercial use are subject to Intellectual Property rights and all trademarks, trade names or distinctive signs, All industrial and intellectual property rights over the contents and/or any other elements inserted in the page, which are the exclusive property of the company and/or third parties, who have the exclusive right to use them in the course of business. For all these reasons, the User undertakes not to reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify such content, holding the company harmless from any claim arising from non-compliance with such obligations. Under no circumstances does access to the Website imply any type of waiver, transmission, licence or total or partial transfer of said rights, unless expressly stated otherwise. These General Conditions of Use of the Website do not confer on Users any other right to use, alter, exploit, reproduce, distribute or publicly communicate the Website and/or its Contents other than those expressly provided for herein. Any other use or exploitation of any rights will be subject to the prior and express authorisation specifically granted for this purpose by the company or the third party owner of the affected rights.

The contents, texts, photographs, designs, logos, images, computer programs, source codes and, in general, any intellectual creation existing in this Space, as well as the Space itself as a whole, as a multimedia artistic work, are protected as copyright by intellectual property legislation. The company is the owner of the elements that make up

LUXEMBOURG ACCOUNTANTS

the graphic design of the Website, the menus, navigation buttons, the HTML code, the texts, images, textures, graphics and any other content of the Website or, in any case, has the corresponding authorisation for the use of these elements. The content provided on the Website may not be reproduced in whole or in part, or transmitted, or recorded by any information retrieval system, in any form or in any medium, unless there is the prior written authorisation of the aforementioned Entity.

It is also forbidden to delete, evade and/or manipulate copyright, as well as the technical protection devices, or any information mechanisms that may be contained in the contents. The User of this Website undertakes to respect the rights set forth and to avoid any action that could harm them, and in any case the company reserves the right to exercise any legal means or actions that correspond to it in defence of its legitimate intellectual and industrial property rights.

OBLIGATIONS AND RESPONSIBILITIES OF THE USER

The User undertakes to:

– Make appropriate and lawful use of the Website as well as the contents and services, in accordance with: the applicable legislation at all times; (ii) the General Conditions of Use of the Website; (iii) generally accepted morality and good customs and (iv) public order.– Provide all the means and technical requirements necessary to access the Website.– Provide truthful information when filling in the forms contained in the Website with their personal data and to keep them updated at all times so that they respond, at all times, to the User's actual situation. The User will be solely responsible for any false or inaccurate statements made and for any damage caused to the company or third parties by the information provided.

Notwithstanding the provisions of the previous section, the User must also refrain from:

– Making unauthorised or fraudulent use of the Website and/or the contents for illicit purposes or effects, prohibited in these General Conditions of Use, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or impede the normal use of the services or documents, files and all kinds of

LUXEMBOURG ACCOUNTANTS

content stored on any computer equipment.– Accessing or attempting to access restricted resources or areas of the Website, without complying with the conditions required for such access.– Causing damage to the physical or logical systems of the Website, its suppliers or third parties.– Introducing or disseminating computer viruses or any other physical or logical systems on the network that are likely to cause damage to physical or logical systems of the company, suppliers or third parties.– Attempt to access, use and/or manipulate the data of the company, third-party suppliers and other Users.– Reproduce, copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless authorized by the holder of the corresponding rights or it is legally permitted.– Delete, concealing or manipulating the notices on intellectual or industrial property rights and other identifying data of the rights of the company or of third parties incorporated into the contents, as well as the technical protection devices or any information mechanisms that may be inserted in the contents.– Obtaining and attempting to obtain the contents using means or procedures other than those that, as the case may be, have been made available to you for this purpose or have been expressly indicated on the web pages where the content is located or, in general, on those commonly used on the Internet as they do not entail a risk of damage to or disabling the website and/or the contents.– In particular, and for information and non-exhaustive purposes only, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that:

- In any way is contrary to, disparages or violates the fundamental rights and public freedoms recognised by the Constitution, in International Treaties and in the rest of the legislation in force.
- Induces, incites or promotes criminal, denigrating, defamatory, violent acts or, in general, contrary to the law, morality, generally accepted good customs or public order.
- Induces, incites or promotes discriminatory actions, attitudes or thoughts on grounds of sex, race, religion, beliefs, age or condition.
- Incorporates, makes available or allows access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and generally accepted good customs or public order. Induces or may induce an unacceptable state of anxiety or fear.
- Induces or incites to engage in dangerous, risky or harmful practices for health and mental balance.
- Is protected by legislation on intellectual or industrial protection belonging to society or third parties without the intended use having been authorized.
- Is contrary to honour, to personal and family privacy or to the image of people.

LUXEMBOURG ACCOUNTANTS

Constitutes any type of advertising. • Includes any type of virus or program that prevents the normal functioning of the Web Space.

If you are provided with a password to access any of the services and/or contents of the Website, you are obliged to use it diligently, keeping it secret at all times. Consequently, it will be responsible for its proper custody and confidentiality, undertaking not to transfer it to third parties, temporarily or permanently, or to allow access to the aforementioned services and/or content by third parties. Likewise, it is obliged to notify the company of any event that may involve improper use of its password, such as, but not limited to, its theft, loss or unauthorised access, in order to proceed with its immediate cancellation. Consequently, as long as you do not make the above notification, the company will be exempt from any liability that may arise from the improper use of your password, and any unlawful use of the contents and/or services of the Website by any illegitimate third party will be responsible for it. If you negligently or willfully fail to comply with any of the obligations established in these General Conditions of Use, you will be liable for all damages that may arise from such non-compliance.

RESPONSIBILITIES

Continuous access, or the correct viewing, downloading or use of the elements and information contained on the website that may be impeded, hindered or interrupted by factors or circumstances beyond its control is not guaranteed. It is not responsible for any decisions that may be taken as a result of access to the content or information offered.

The service may be interrupted, or the relationship with the User may be terminated immediately if it is detected that a use of their Web Space, or of any of the services offered therein, is contrary to these General Conditions of Use. We are not responsible for any damages, losses, claims or expenses arising from the use of the Website.

It will only be responsible for removing, as soon as possible, the content that may generate such damage, provided that this is notified. In particular, we will not be liable for any damages that may arise, among others, from: 1. interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads and errors in

LUXEMBOURG ACCOUNTANTS

telecommunications lines and networks, or by any other cause beyond the control of the company.2. Illegitimate interference through the use of malicious programs of any kind and through any means of communication, such as computer viruses or any other.3. improper or inappropriate abuse of the Web Space.4. security or browsing errors caused by a malfunction of the browser or by the use of outdated versions of the browser. The company's directors reserve the right to withdraw, in whole or in part, any content or information present on the Website.

Gulú Comunicación excludes any liability for damages of any kind that may be due to the misuse of the services freely available and used by the Users of Espacio Web. Likewise, it is exonerated from any responsibility for the content and information that may be received as a result of the data collection forms, which are only for the provision of consultation and doubt services. On the other hand, in the event of causing damages due to an illicit or incorrect use of said services, the User may be claimed for the damages caused.

HYPERLINKS

Gulú Comunicación makes this document available to users, with which it intends to comply with the obligations set out in Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE), as well as to inform all users of the website regarding the conditions of use.

Any person who accesses this website assumes the role of user, committing to the observance and strict compliance with the provisions set forth herein, as well as any other legal provision that may be applicable.

Gulú Comunicación reserves the right to modify any type of information that may appear on the website, without there being any obligation to notify users in advance or to inform users of these obligations, it being understood that publication on the website is sufficient.

LUXEMBOURG ACCOUNTANTS

IDENTIFICATION DATA

Trade name: Luxembourg Accountants / D. Riera

Domain: www.luxembourgaccountants.com

Registered office: Since 1/8/2011. Cl. Pensamiento, 27 – 28020 Madrid. Offering Online Occasional Services in Luxembourg. Chartered Accountant n. 939 OEC Burgos.

e-mail: moien@luxembourgaccountants.com

The User undertakes not to reproduce in any way, not even by means of a hyperlink or hyperlink, the Website, as well as any of its contents, unless expressly authorised in writing by the person responsible for the file.

The Website may include links to other websites, managed by third parties, in order to facilitate the User's access to the information of collaborating and/or sponsoring companies. Accordingly, the company is not responsible for the content of these Websites, nor is it in a position of guarantor and/or offering party of the services and/or information that may be offered to third parties through third-party links.

The User is granted a limited, revocable and non-exclusive right to create links to the home page of the Website exclusively for private and non-commercial use. The Websites that include a link to our Website (i) may not misrepresent their relationship or affirm that such a link has been authorised, nor include trademarks, denominations, trade names, logos or other distinctive signs of our company; (ii) may not include content that may be considered in bad taste, obscene, offensive, controversial, inciting violence or discrimination based on sex, race or religion, contrary to public order or unlawful; (iii) may not link to any page of the Website other than the home page; (iv) it must link to the address of the Website itself, without allowing the Website that makes the link to reproduce the Website as part of its website or within one of its "frames" or to create a "browser" on any of the pages of the Website Space. The company may request, at any time, that it remove any link to the Website, after which it must immediately proceed to remove it.

LUXEMBOURG ACCOUNTANTS

Gulú Comunicación cannot control the information, content, products or services provided by other Web Spaces that have established links to the Web Space.

Gulú Comunicación is the owner and responsible for the files with the personal information voluntarily provided by its users, having adopted all the security measures legally required for the protection of the data and privacy of its users.

The processing of personal data carried out through THE WEBSITE complies with the provisions of Regulation 2016/679, General Data Protection, the Organic Law on Data Protection and with the security measures that are applicable according to regulatory development.

Right to Information

If the user decides to request information on THE WEBSITE, the data strictly necessary to achieve the purpose for which THE WEBSITE IS INTENDED will be requested, which is to provide information and promote our services, all of which are available on THE WEBSITE. In no case will they be used for purposes other than those for which they have been voluntarily entered on the WEBSITE.

The personal data that the user provides us with will become part of a personal data processing. Such personal data will be subject to processing, provided that the user has previously given their consent, which they give by checking the consent boxes on the different forms and may revoke consent whenever they wish.

Those who voluntarily provide their data to the owner of the Website by any of the means established for this purpose at any time, consent and accept to know expressly, precisely and unequivocally:

- That the purpose of the introduction of personal data into the processing is to manage the request, request or query, and to maintain the relationship between THE WEBSITE and its users.
- That the user expressly authorises the use of the data provided to send him/her, by any means of communication, including electronic, commercial communications, newsletters with information of interest, and reminder communications, provided that you have ticked the corresponding box on the different

LUXEMBOURG ACCOUNTANTS

forms or have unequivocally expressed, by any means, your authorisation. • That you authorise the company to use your data for the purposes expressed when contracting any of the specific products or services, and also gives their consent for the use of cookies for the specific purposes informed at all times in this privacy policy.

- That at any time you may revoke your consent by sending a communication to the Website, through the channels established for this purpose.

Article 22.2 of the LSSI establishes that data storage and retrieval devices may be used in the recipients' terminal equipment, provided that they have given their consent after having been provided with clear and complete information on their use, in particular, on the purposes of the data processing, in accordance with Regulation (EU) 2016/679. In this regard, cookies may be placed on your computer. These are small files whose purpose is to remember the pages visited to facilitate future browsing.

You can delete cookies by selecting the option that your browser has for this purpose. You can delete all cookies at any time by using the option for this purpose in your browser.

Types of cookies used and purposes:

The operating system used by the website collects user/visitor data through its own cookies, for the purpose of managing the website's content, expressly consenting to your acceptance of the cookies policy.

The Website uses third-party services corresponding to gstatic.com and Google, which use cookies that are stored at the same time that the visitor enters the website, to display geographical locations, compile statistics on visits to the website and link with interested parties in the services it provides. These cookies are managed entirely by gstatic.com and Google. The user of the Website expressly consents to the use based on the purpose informed.

If you do not consent, you must leave the Website at this time or block cookies in your browser as explained below. In case you continue browsing, we consider that you accept their use.

LUXEMBOURG ACCOUNTANTS

Cookie Guide:

• Cookies exempt from information and consent: these would be those that have the following purposes: • "User input" cookies. • User authentication or identification cookies (session only). • User security cookies. • Media player session cookies. • Session cookies to balance the load. • User interface customization cookies. • Plug-in cookies to exchange social content. Classification of cookies subject to information and consent, according to a report by the Spanish Data Protection Agency:

1. Types of cookies depending on the entity that manages them:

First-party cookies: These are those that are sent to the user's terminal equipment from a computer or domain managed by the publisher itself and from which the service requested by the user is provided.

Third-party cookies: These are those that are sent to the user's terminal equipment from a computer or domain that is not managed by the publisher, but by another entity that processes the data obtained through cookies. In the event that cookies are installed from a computer or domain managed by the publisher itself but the information collected through them is managed by a third party, they cannot be considered as first-party cookies.

2. Types of cookies according to the period of time they remain active on the user's terminal:

Session cookies: These are a type of cookies designed to collect and store data while the user accesses a website.

Persistent cookies: These are a type of cookies in which the data is still stored on the terminal and can be accessed and processed for a period defined by the person responsible for the cookie, which can range from a few minutes to several years.

LUXEMBOURG ACCOUNTANTS

3. Types of cookies according to their purpose:

Technical cookies: These are those that allow the user to browse through a website, platform or application and to use the different options or services that exist on it, such as, for example, controlling traffic and data communication, identifying the session, accessing restricted access parts, remembering the elements that make up an order, carry out the process of purchasing an order, making the request for registration or participation in an event, using security elements while browsing, storing content for the dissemination of videos or sound or sharing content through social networks.

Personalisation cookies: These are those that allow the user to access the service with some predefined general characteristics based on a series of criteria on the user's terminal, such as the language, the type of browser through which the service is accessed, the regional configuration from which the service is accessed, etc.

Analysis cookies: These are those that allow the person responsible for them to monitor and analyse the behaviour of users of the websites to which they are linked. The information collected through this type of cookie is used to measure the activity of websites, applications or platforms and to create browsing profiles of users of these sites, applications and platforms, in order to introduce improvements based on the analysis of the usage data made by users of the service.

Advertising cookies: These are those that allow the management, in the most efficient way possible, of the advertising spaces that, where appropriate, the publisher has included on a website, application or platform from which it provides the requested service based on criteria such as the content edited or the frequency in which the advertisements are displayed. **Behavioural advertising cookies:** These are those that allow the management, in the most efficient way possible, of the advertising spaces that, where appropriate, the publisher has included on a website, application or platform from which it provides the requested service. These cookies store information on user behaviour obtained through the continuous observation of their browsing habits, which allows the development of a specific profile to display advertising based on it.

You can allow, block or delete the cookies installed on your computer by configuring the options of the browser installed on your computer or mobile device, for more information click on the link that corresponds to your browser:

LUXEMBOURG ACCOUNTANTS

- **Firefox:** <http://support.mozilla.org/es/kb/habilita-y-deshabilita-cookies-que-los-sitios-web>
- **Chrome:** <http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>
- **Explorer:** <http://windows.microsoft.com/es-es/windows7/how-to-manage-cookies-in-internet-explorer-9>
- **Safari:** <http://support.apple.com/kb/ph5042>
- **Safari – IOS:** http://support.apple.com/kb/HT1677?viewlocale=es_ES&locale=es_ES

Information about users

We record your IP (Internet Protocol) data assigned to the subscriber who owns the telephone line at the time of connection to this Website, for the purpose of security and collaboration with the Justice.

The data will be kept by the service provider for the time set by current legislation. Rights of Access, Rectification, Opposition, Deletion, Limitation, Not to be subject to automated decisions and Portability.

These rights can be exercised after accreditation of personality in the forms and within the deadlines established in the General Data Protection Regulation, by writing to the postal address that appears in the Legal Notice of this website.

The processing of personal data and the sending of communications by electronic means, where appropriate, are in accordance with the regulations established in the General Data Protection Regulation, Organic Law 15/1999, of 13 December, on the Protection of Personal Data and in Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce.

Customer Onboarding Notice: KYC & AML Compliance

At our company, we are committed to maintaining the highest standards of regulatory compliance and security. As part of our unwavering dedication to transparency, accountability, and adherence to international financial regulations, we implement a comprehensive Know Your Customer (KYC) and Anti-Money Laundering (AML) process for all our clients. This ensures that we operate in a safe, legally compliant, and

LUXEMBOURG ACCOUNTANTS

trustworthy business environment while mitigating any potential financial, legal, and reputational risks.

We understand that security and compliance are paramount in today's global financial landscape. Therefore, before engaging in any business relationship, we require all prospective customers to undergo a thorough and meticulous KYC and AML verification process. This is a crucial step in our commitment to preventing financial crimes, including money laundering, fraud, and terrorist financing. By implementing these measures, we ensure that our business operations remain fully compliant with local and international regulations, fostering a secure environment for all our stakeholders.

Our KYC and AML Verification Process Includes:

1. **Identity Verification:** Each client must provide valid identification documents, including government-issued IDs, passports, or other legally recognized identification forms. These documents are cross-referenced with international databases to confirm authenticity and prevent identity fraud.
2. **Proof of Address:** Clients are required to submit recent utility bills, bank statements, or other acceptable documents to verify their residential address.
3. **Background Checks:** We conduct extensive background checks using global databases to assess any risk factors associated with potential clients. This includes screening against international watchlists, sanctions lists, and politically exposed persons (PEP) databases.
4. **Source of Funds Verification:** To prevent money laundering and illicit financial activities, we require documentation that confirms the legitimate origin of funds. This may include bank statements, tax records, or other relevant financial documents.
5. **Risk Assessment:** Every client undergoes a thorough risk assessment based on various criteria, such as business activities, geographic location, transaction patterns, and potential exposure to financial crime risks.
6. **Continuous Monitoring:** Compliance does not end with onboarding. We implement ongoing transaction monitoring to detect any suspicious activities that may arise during the course of our business relationship. This includes regular reviews of transactions, behavioral pattern analysis, and real-time alerts for any anomalies.

LUXEMBOURG ACCOUNTANTS

7. **Regulatory Compliance Checks:** Our compliance team ensures that all client activities align with national and international regulatory frameworks, including but not limited to FATF (Financial Action Task Force) guidelines, the EU's Anti-Money Laundering Directives, the USA PATRIOT Act, and other applicable legal requirements.

Why Our KYC and AML Compliance Matters

The importance of KYC and AML compliance cannot be overstated. These measures help protect businesses, financial institutions, and individuals from being inadvertently involved in fraudulent schemes or illicit financial transactions. By strictly enforcing these processes, we contribute to a safer and more transparent financial ecosystem, deterring criminal activity and upholding ethical business standards.

Additionally, adhering to KYC and AML regulations allows us to establish trust with our clients and partners, ensuring that we work only with legitimate and law-abiding entities. This commitment to compliance not only protects our organization but also safeguards our customers' interests, reducing the risks associated with financial crime.

Your Role in the KYC and AML Process

As a prospective or existing customer, your cooperation in providing accurate and complete documentation is crucial for a smooth onboarding experience. Any delays in submitting required information may result in extended processing times or, in some cases, rejection of an application. We appreciate your understanding and collaboration in this essential compliance process.

Confidentiality and Data Protection

We take data privacy and confidentiality very seriously. All information provided during the KYC and AML verification process is handled with the utmost security and in compliance with data protection laws, including the General Data Protection Regulation (GDPR) and other relevant data privacy frameworks. Your personal and financial details are securely stored and used strictly for compliance purposes, ensuring that your data remains protected at all times.

LUXEMBOURG ACCOUNTANTS

Contact Us for More Information

If you have any questions about our KYC and AML procedures or require further clarification regarding your application, please do not hesitate to contact our compliance team at [Your Contact Information]. Our dedicated professionals are available to assist you and ensure a seamless onboarding experience.

Thank you for your cooperation and commitment to upholding financial integ

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